

REDACTED VERSION

STREL 1990



9547853



*cc: Mr. Keese  
Mr. Carr  
Mr. [unclear]  
Mr. [unclear]  
Mr. [unclear]*

*NEIC  
FLY/I  
Jahnn*

December 19, 1989

Mr. W. C. Keese  
Vice President - Pesticides  
Cedar Chemical Corporation  
24th Floor  
5100 Poplar Avenue  
Memphis, TN 38137

Dear Mr. Keese:

We have elected, as discussed by telephone today, to exercise our option of supplying DCA to Cedar Chemical for the production of Propanil in 1990, as per our sales agreement.

We will supply the following quantity of 98% DCA:

329,406 gals. Propanil X 3.152 lbs. DCA/gal. = 1,038,288 lbs. DCA (100% A.I.)

The initial price Cedar Chemical will invoice Rohm and Haas for the 329,406 gals. is \$4.69/gal.

Initial price calculated as follows:

1989 final selling price Rohm and Haas:  $\$11.97 \times 80\% = \$9.576$   
less cost: DCA supplied 3.152 lbs. DCA/gal. x  $\$1.55/\text{lb.} = \underline{\$4.886}$

Net amount of invoice to Rohm and Haas per gal. = \$4.690

I will contact you after the holidays regarding our option of auditing the bona fide price per lb. (\$1.55, 100% basis) for DCA purchased by Cedar as stated in your letter dated November 29, 1989.

Please contact me if you have any questions.

Sincerely,

M. J. Carr  
Financial Manager  
Agricultural Chemicals

MJC:val

(FRI) 12.15.89 13:37

/ NO. 3061079660 P. 2



G. Pratt ✓  
cc Myles - WH  
Robbins

December 15, 1989

Mr. W. C. Keese  
Vice President - Pesticides  
Cedar Chemical Corporation  
24th Floor  
5100 Poplar Avenue  
Memphis, TN 38137

Dear Mr. Keese

We have elected, as discussed by telephone today, to exercise our option of supplying DCA to Cedar Chemical for the production of Propanil in 1990, as per our sales agreement.

We will supply the following quantity of 98% DCA:

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DCA (100% A.I.)

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Please contact me if you have any questions.

Sincerely,  
M. J. Carr  
M. J. Carr  
Financial Manager  
Agricultural Chemicals

FROM ROHM & HAAS AG CHEM

INDEPENDENCE MALL WEST PHILADELPHIA, PA. 19105, U.S.A. TELEPHONE (215) 592-3000  
CABLE ADDRESS: ROHMHAAS TELEX 845-247 TWX 710-670-3329 TELECOPIER (215) 592-3377

(FRI) 12-15-89 13:36

/ NO. 3061079660 P. 1



FACSIMILE TRANSMISSION SHEET

DATE:

12-15-89

TO:

W.C. Keese, Vice Pres.  
Cedar Chem. Corp.

TELEPHONE NO.:

901-685-5348

TELEPHONE NO. OF FACSIMILE MACHINE:

901-761-4854

FROM:

Mike Carr

AGRICULTURAL CHEMICALS, NA

DEPT.

TELEPHONE NO.:

592-3228

NO. OF PAGES (INCLUDING THIS COVER SHEET) \_\_\_\_\_

\* \* \* \* \*

ROHM AND HAAS AG CHEM, FACSIMILE TELEPHONE NO. IS

215-592-2797

PLEASE SEND RETURN TRANSMISSIONS TO THAT NUMBER

THE MACHINE IS A NEC/NEFAX 63 AND WILL AUTOMATICALLY ANSWER  
AND RECEIVE. IF YOU NEED MANUAL ASSISTANCE, PLEASE CALL

215-592-

3228



November 1, 1990

Mr. J. C. Bumpers  
Vice President - Finance/Admin.  
Cedar Chemical Corporation  
24th Floor  
5100 Poplar Avenue  
Memphis, TN 38137

Dear John:

Below is the written confirmation of our request and subsequent agreement to extend the deadline for submission of data related to our contract.

We, Rohm and Haas Company, have asked to extend the deadline of November 1 to November 9, 1990 for submission of the following:

- Rohm and Haas Company 1990 final average weighted distributor price for STAM as determined by paragraph 3 of our contract.
- 1990 STAM sales volume for calculation of quantity to be purchased by Rohm and Haas in the next succeeding contract year.

Your agreement to our request is contingent upon the following to which we agree:

- Rohm and Haas will make payment on all price adjustments, including interest, within 30 days of the original deadline of November 1.

We thank you for your understanding of our need for additional time to make accurate calculations and appreciate your quick response to our request.

Sincerely,

M. J. Carr  
Financial Manager  
Agricultural Chemicals

MJC:drb  
0002i/0489i

INTER COMPANY MEMO  
CEDAR WEST HELENA

MARCH 13, 1991

To: John Bumpers

From: Neil Robbins

CC: John Miles  
Charlie Parker  
Randal Tomblin  
Johnny Hanna

Subject: 1990 Rohm & Haas DCA

On May 15, 1990 a recap of R&H's DCA was prepared and sent to Memphis for the final settlement with R&H. This initial recap had an error on the receipt dated 3/10/90. The report showed 44,860 when it should have been 43,860. The net result was a reduction in the amount we owed R&H by approx \$1,532.95.

A corrected recap was mailed on 6/20/90, but R&H apparently used the first one in their settlement.

The \$1,532.95 remains on our books as a receivable from R&H.

They either need to send us a check for this difference or reduce our liability in the current year run.

Please advise.

ROHM & HAAS  
1990 DCA REQUIREMENTS  
as of 6/20/90

CC: J Miles  
C Parker  
J Bumpers  
J Hanna

Date	DuPont Order No	Bill of Lading Wt	Analysis	100% Basis
2/5/90	BXPM 1429A45	43.460	99.31%	43.160
2/7/90	A46	44.900	99.20%	44.541
2/9/90	A47	43.400	99.25%	43.075
2/11/90	A48	42.280	99.26%	41.967
2/13/90	A49	45.060	99.24%	44.718
2/16/90	A50	43.220	99.61%	43.051
2/18/90	A51	45.300	99.59%	45.114
3/5/90	A52	42.480	99.61%	42.314
3/8/90	A53	44.760	99.51%	44.541
3/10/90	A54	43.860	99.62%	43.693
3/14/90	A55	43.040	99.39%	42.777
4/10/90	A56	44.360	99.32%	44.058
4/13/90	A57	44.740	99.49%	44.512
4/15/90	A58	43.960	99.47%	43.727
4/19/90	A59	43.740	99.21%	43.394
4/21/90	A60	43.980	99.07%	43.571
4/21/90	A61	41.680	99.17%	41.334
4/24/90	A62	44.280	99.18%	43.917
4/26/90	A64	43.580	99.28%	43.266
4/26/90	A68	44.420	99.01%	43.980
4/28/90	A65	44.340	99.16%	43.968
4/29/90	A66	43.960	99.17%	43.595
5/1/90	A67	44.220	99.12%	43.831
5/2/90	A63	41.940	99.13%	41.575

Totals	1.050.960	1.043.679
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Amount required 329.420 X 3.152 =	1,038,332
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Amount of DCA Due(Owed by) Cedar from(to) R & H	(5,347)
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Cedar cost of DCA	1.55
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Amount Due(Owed by) Cedar from(to) R & H	(8,287.85)
--	------------

ROHM & HAAS  
1990 DCA REQUIREMENTS  
as of 6/20/90

CC: J Miles  
C Parker  
J Bumpers  
J Hanna

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5/1/90	A67	44.220	99.12%	43.831
5/2/90	A63	41.940	99.13%	41.575

Totals 1,051.960 1,044.676

Amount required  $329.420 \times 3.152 =$  1,038.332

Amount of DCA Due(Owed by) Cedar from(to) R & H (6,344)

Cedar cost of DCA 1.55

Amount Due(Owed by) Cedar from(to) R & H (9,833.20)



ROHM & HAAS  
1990 DCA REQUIREMENTS

5-15-90  
cc J. Miles  
C Parker  
J. Hanner  
J. Bumpers

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5/2/90	A63	41.940	99.13%	41.575

Totals	1,051,960	1,044,676
Amount required $329,406 \times 3.152 =$		1,038,288
Amount of DCA Due(Owed by) Cedar from(to) R & H		(6,388)
Cedar cost of DCA		1.55
Amount Due(Owed by) Cedar from(to) R & H		(9,901.40)

100%

MADE IN U.S.A.

## Option I

A. Cedar to run 1 million pounds of Flaked Tech for you at a price of .45/lb conversion cost. Rohm & Haas to provide the equivalent 34DCA. Cedar will purchase 1 million lbs Propanil Tech at 1.61/ lb as is basis--Rohm & Haas to supply the 34DCA. Rohm & Haas to pay a conversion cost of .33/lb. (To be produced Fall 1990)

B. Rohm & Haas Strel contract continues as is in 1991.

## Option II

A. Cedar will purchase 1 million lbs Propanil Tech at 1.61/lb as is basis- Rohm & Haas to supply the 34DCA. Rohm & Haas to pay a conversion cost of .33/lb. (To be produced this Fall)

B. Replace Rohm & Haas Strel contract with equivalent Flaked Tech contract per the following pricing structure which will provide Cedar the same profit as existing contract.

Formula:

Total gallons(20% of previous year) X (Current Year's Avg Selling Price X .85)

Minus DCA credit

Less other raw material cost

Less Production & Formulating cost

Equals Plant Gross Margin

Plant Gross Margin / Equivalent Flake Tech pounds = Gross Margin cost per lb Tech

Add Cost of Conversion = .45/lb

Net Selling Price = G.M. + .45

Example:

Gals	Price	%	\$
280,000	16.00	0.85	3,808,000 Gross Sales
280,000	1.70	3.152	<u>1,500,352</u> DCA Credit
			2,307,648
Less R/m & Mfg Cost			<u>1,321,000</u>
			<u>986,648</u> Plant Gross Margin
986,648/(280,000 X 4.2) =			0.839 G.M.
Add Conversion			<u>0.450</u>
Rohm & Haas Net Price for Flaked Tech			<u>1.289</u>

Adjustments:

Gallons x 1991 final price/16.00 X .85 + .45

Note All Finish Product F.O.B. West Helena Plant

\*\*\*\*\*  
 COMMUNICATION CONFIRMATION REPORT

CELAR CHEMICAL CORP

07-13-90 11:47 AM

\*\*\*\*\*

INPUT TIME : 11:45 AM  
 TYPE : FILE  
 START TIME : IMMEDIATE  
 FILE NO. : F01 (03 PAGE)

NO.	TEL NO.	PASSWORD	RESULT	NO.	TEL NO.	PASSWORD	RESULT
001	19017614854		GOOD				

CEDAR CHEMICAL CORPORATION

P.O. Box 2749, Hwy. 242 S.

West Helena, AR 72390

(501) 572-3701

Fax. No. (501) 572-3795

TO: Craig Keese

ATTENTION:

FAX NO:.

FROM: Neil Robbins

DATE: 7-13-90

NO. OF PAGES: 2 + covers

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MESSAGE

WEST HELENA PLANT  
YEAR END PROJECTED STATEMENT OF INCOME  
AS OF 6/30/90

PRODUCT	(With Strel)				(Without Strel)			
	Y - T - D 1991 Est				Y - T - D 1991 Est			
	QTY	Unit Price	Total	%	QTY	Unit Price	Total	%
<b>PROPANIL - NET SALES</b>								
3lb gls	350.0	8.60	3.010		350.0	8.60	3.010	
4lb gls	450.0	13.00	5.850		450.0	13.00	5.850	
Tech lbs								
Flaked T lbs	1,000.0	2.00	2.000		1,000.0	2.00	2.000	
Wham gls	150.0	13.00	1.950		150.0	13.00	1.950	
DCA lbs	2,000.0	1.60	3.200		2,000.0	1.60	3.200	
60 df lbs								
50 wdg lbs	750.0	1.95	1.463		750.0	1.95	1.463	
Strel gls	325.0	11.05	3.591					
TOTAL NET SALES - PROPANIL			21.064	100.0%			17.473	100.0%
COST OF SALES			17.524	83.2%			14.208	81.3%
GROSS MARGIN			3.540	16.8%			3.265	18.7%
<b>BUTOXONE - NET SALES</b>								
Butox - este gls	20.0	22.00	440		20.0	22.00	440	
Butox 175 gls	100.0	16.10	1.610		100.0	16.10	1.610	
Butox 200 gls	20.0	17.50	350		20.0	17.50	350	
TOTAL NET SALES - BUTOXONE			2.400	100.0%			2.400	100.0%
COST OF SALES			1.938	80.8%			1.938	80.8%
GROSS MARGIN - BUTOXONE			462	19.3%			462	19.3%
<b>CONTRACT MFG - NET SALES</b>								
ICI								
B F Goodrich			400				400	
Dupont cnt			500				500	
Orfom			240				240	
MTPO			1,000				1,000	
Grace			2,950				2,950	
Sectagon II			500				500	
MES			375				375	
Dupont MBC			810				810	
XYZ			1,400				1,400	
Other								
TOTAL NET SALES - CONTR			8.175	100.0%			8.175	100.0%
COST OF SALES-CONTRACTS			5.712	69.9%			5.712	69.9%
IDLE PLANT COST				0.0%				0.0%
TOTAL			5.712	69.9%			5.712	69.9%
GROSS MARGIN			2.463	30.1%			2.463	30.1%
<b>Environmental Cost</b>								
			300				300	

c 10.51 STD  
c 10.29 EFFECT  
Spr

	<u>Y - T - D 1991 Est</u>		<u>Y - T - D 1991 Est</u>	
	TOTAL		TOTAL	
TOTAL NET SALES - W. H.	31.639	100.0%	28.048	100.0%
TOTAL W. H. COST OF SALES	<u>25.474</u>	<u>80.5%</u>	<u>22.158</u>	<u>79.0%</u>
GROSS MARGIN -	6.165	19.5%	5.890	21.0%
Gen & Admin Expenses	1.450	4.6%	1.450	5.2%
Depr/Amort (In C.O.S)				
Interest	<u>1.245</u>	<u>3.9%</u>	<u>1.245</u>	<u>4.4%</u>
Total Expenses	<u>2.695</u>	<u>8.5%</u>	<u>2.695</u>	<u>9.6%</u>
INCOME BEFORE TAX	<u><u>3.470</u></u>	<u><u>11.0%</u></u>	<u><u>3.195</u></u>	<u><u>11.4%</u></u>

# 23191

SENT BY:

11-30-90 : 4:21PM : CEDAR CHEMICAL CORP. -

501 572 3795: # 2/ 2

FIRST TENNESSEE BANK

**ROHM AND HAAS TENNESSEE INCORPORATED**  
P.O. BOX 501 KNOXVILLE, TENNESSEE 37801  
SUBSIDIARY OF ROHM AND HAAS COMPANY

745006

**CoreStates Bank of Delaware NA**  
A CoreStates Bank

MO.	DAY	YR.
11	21	90

CHECK NUMBER  
**039303**

DOLLARS CTS  
\$ \*\*\*\*799,954.98

PAY TO THE ORDER OF  
CEDAR CHEMICAL CORP.  
P.O. BOX 2279  
MEMPHIS TN 38101

ROHM AND HAAS TENNESSEE INCORPORATED  
ACCOUNT NO. 14

*John R. Helger*

039303 (b) (6)

ROHM AND HAAS TENNESSEE INCORPORATED, KNOXVILLE, TENN. 37801

VENDOR CODE  
CHECK NUMBER  
OUR ACCOUNT NUMBER23503-01  
039303

VENDOR REFERENCE	INVOICE DATE		REFER.		EXP.	GROSS	DISCOUNT	NET AMOUNT
	MO.	DAY	MO.	DAY				
11190004	11	16	11	19		799,954.98 799,954.98	*	799,954.98 *



**ROHM AND HAAS TENNESSEE INCORPORATED**

P. O. BOX 591

KNOXVILLE, TENNESSEE 37901


**ROHM AND HAAS REFERENCE NUMBER**

PURCHASE ORDER NO.

04 41413

SUPPLEMENT NO.

A/R OR JOB NO.

EFC

 ORDER DATE  
1/17/90

 EXPEDITOR  
EBM

 BUYER  
EBM

 PRICE SOURCE  
C

OTHER

 PCC  
005

ACCOUNTING CODE

 REQUISITION NUMBER  
04 41413

 DEPARTMENT ACCOUNT  
7700

 PAGE  
01

REQUIRED DELY

PROMISED SHIP.

As produced 1/1/90 - 5/31/90

VENDOR NUMBER

TRANSMITTAL NUMBER

TAX INFORMATION

BUILDING/AREA

FOB

SEE BELOW

FREIGHT TERMS

INVOICE TERMS

NET 30 DAYS

SHIP VIA

MOTOR FREIGHT

UNIT/ITEM

VENDOR

 CEDAR CHEMICAL CORPORATION  
24TH FLOOR - 5100 POPLAR AVENUE  
MEMPHIS, TN 38137  
Attn: W. C. Keese

SHIP TO

 ROHM AND HAAS TENNESSEE INCORPORATED  
P. O. BOX 591  
730 DALE AVENUE  
KNOXVILLE, TENNESSEE 37901

 Received 1/23/90  
WJS

LINE ITEM	CODE	QUANTITY	UM	MATERIAL OR SERVICE REQUESTED	\$ PRICE	IMPORTANT INSTRUCTIONS TO SUPPLIER
	60-0600	APPROX. 329,406	GL	STREL 4E (PROPANIL)  NOTE: THIS MATERIAL IS TO BE PACKAGED IN 35 GL. STEEL DRUMS MEETING ROHM AND HAAS SPECIFICATION #1377 AND SHIPPED TO ROHM AND HAAS COMPANY C/O UNITED WAREHOUSE, MEMPHIS, TN, IN TRUCKLOAD QUANTITIES AS PRODUCED AND AVAILABLE FOR SHIPMENT, TO BE PRODUCED AND SHIPPED DURING THE PERIOD FROM FEBRUARY THRU MAY 1990. MATERIAL MUST MEET THE FOLLOWING ROHM AND HAAS SPECIFICATIONS: 1. ACTIVE INGREDIENT LBS/GL @ 25C, 4.0 - 4.2. 2. SELF EMULSIFICATION - FAIR TO GOOD 3. SEPARATION AFTER ONE HOUR 100 PPM HARD WATER - 2% TOTAL BOTTOM SEPARATION MAX. 4. SEPARATION AFTER ONE HOUR NAVY HARD WATER - 2% TOTAL BOTTOM SEPARATION, MAX. 5. FLASH POINT (SETA FLASH) 150 DEGREES F, MIN. 6. WATER CONTENT, 0.3%, MAX. 7. SOLVENT CONTENT (ISOPHORONE) 38.5%, MAX.	4.69/GL	1. THIS PURCHASE ORDER IS SUBJECT TO CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.  2. THIS ORDER MUST NOT BE FILLED AT PRICES HIGHER THAN INDICATED, OR IF NO PRICE IS SHOWN, AT PRICES HIGHER THAN LAST QUOTED OR CHARGED WITHOUT SPECIFIC APPROVAL IN ADVANCE.  3. THE ATTACHED ACKNOWLEDGMENT, IF INCLUDED, MUST BE PROPERLY EXECUTED AND RETURNED TO THE BUYER AT THE ADDRESS INDICATED IN THE UPPER LEFT CORNER OF THE FORM.  4. THE ROHM AND HAAS REFERENCE NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, BILLS OF LADING AND CORRESPONDENCE. GROSS, TARE AND NET WEIGHTS MUST BE SHOWN ON ALL PACKAGES. INCLUDE A PACKING LIST WITH EACH SHIPMENT.  5. MAIL INVOICES IN TRIPLICATE TO THE ADDRESS INDICATED IN THE UPPER LEFT CORNER OF THE FORM. ATTACH ALL RECEIPTED BILLS OR BILLS OF LADING COVERING ANY TRANSPORTATION CHARGES INCLUDED.  6. YOU ARE HEREBY NOTIFIED THAT THE SECRETARY OF DEFENSE HAS DESIGNATED THE ROHM AND HAAS PLANTS AT BRISTOL, PA., HOUSTON, TEX., KNOXVILLE, TENN., AND PHILA., PA. AS A "DEFENSE FACILITY" PURSUANT TO SEC. 5 OF THE INTERNATIONAL SECURITY ACT OF 1950 AS AMENDED (84 STAT. 987, 992, 50 VSC 784).

FORM 2458 REV. 4/82

VENDOR (1)

CONTINUED

1. 17. 90



**ROHM AND HAAS TENNESSEE INCORPORATED**

P. O. BOX 591

KNOXVILLE; TENNESSEE 37901


**ROHM AND HAAS REFERENCE NUMBER**

PURCHASE ORDER NO.

04 41413

 SUPPLEMENT  
NO.

A/R OR JOB NO.

EFC

 ORDER DATE  
1/17/90

 EXPEDITOR  

 BUYER  
EBM

 PRICE SOURCE  
C

 OTHER  

 PCC  
005

 ACCOUNTING CODE  

 REQUISITION NUMBER  
04 41413

 DEPARTMENT ACCOUNT  
7700

 PAGE  
02

REQUIRED DEL'Y

PROMISED SHIP.

VENDOR NUMBER

TRANSMITTAL NUMBER

TAX INFORMATION

BUILDING/AREA

FOB

SEE BELOW

FREIGHT TERMS

INVOICE TERMS

NET 30 DAYS

SHIP VIA

MOTOR FREIGHT

UNIT/ITEM

VENDOR

 CEDAR CHEMICAL CORPORATION  
24TH FLOOR - 5100 POPLAR AVENUE  
MEMPHIS, TN 38137

SHIP TO

 ROHM AND HAAS TENNESSEE INCORPORATED  
P. O. BOX 591  
730 DALE AVENUE  
KNOXVILLE, TENNESSEE 37901

LINE ITEM	CODE	QUANTITY	UM	MATERIAL OR SERVICE REQUESTED	\$ PRICE	IMPORTANT INSTRUCTIONS TO SUPPLIER
				8. ACTIVE INGREDIENT 43.5 - 45.0%. 9. APPEARANCE - DARK LIQUID SUBSTANTIALLY FREE FROM VISIBLE FOREIGN MATTER. 10. THIRTY FIVE (35) GALLONS PER DRUM, MINIMUM IN ROHM AND HAAS CONTAINER CODE SPECIFICATION #1377.  SHIP TO: ROHM AND HAAS COMPANY C/O UNITED WAREHOUSE 137 WEST ILLINOIS AVENUE MEMPHIS, TN 38106  F. O. B. WEST HELENA, AR VIA HELENA TRUCK LINE - FRT. PPD & ADDED @ \$275.00/TRUCK LOAD.  ROHM AND HAAS TENNESSEE INC. P. O. #04-41408 ISSUED TO E. I. DUPONT COVERING THE PURCHASE OF 1,038,288 LBS. 3,4 DICHLOROANILINE 99% (80-0128) FOR SHIPMENT FROM DUPONT TO CEDAR IN 46,000 LB. TANK TRUCK QUANTITIES. REPORTS ON THE RECEIPT OF DCA FROM DUPONT SHOULD BE MAILED TO ROHM AND HAAS TENNESSEE INC. P. O. BOX 591, KNOXVILLE, TN 37901, ATTN:		1. THIS PURCHASE ORDER IS SUBJECT TO CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.  2. THIS ORDER MUST NOT BE FILLED AT PRICES HIGHER THAN INDICATED, OR IF NO PRICE IS SHOWN, AT PRICES HIGHER THAN LAST QUOTED OR CHARGED WITHOUT SPECIFIC APPROVAL IN ADVANCE.  3. THE ATTACHED ACKNOWLEDGMENT, IF INCLUDED MUST BE PROPERLY EXECUTED AND RETURNED TO THE BUYER AT THE ADDRESS INDICATED IN THE UPPER LEFT CORNER OF THE FORM.  4. THE ROHM AND HAAS REFERENCE NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, BILLS OF LADING AND CORRESPONDENCE. GROSS, TARE AND NET WEIGHTS MUST BE SHOWN ON ALL PACKAGES. INCLUDE A PACKING LIST WITH EACH SHIPMENT.  5. MAIL INVOICES IN TRIPLICATE TO THE ADDRESS INDICATED IN THE UPPER LEFT CORNER OF THE FORM. ATTACH ALL RECEIPTED BILLS OR BILLS OF LADING COVERING ANY TRANSPORTATION CHARGES INCLUDED.  6. YOU ARE HEREBY NOTIFIED THAT THE SECRETARY OF DEFENSE HAS DESIGNATED THE ROHM AND HAAS PLANTS AT BRISTOL, PA., HOUSTON, TEX., KNOXVILLE, TENN., AND PHILA., PA. AS A "DEFENSE FACILITY" PURSUANT TO SEC. 5 OF THE INTER- NATIONAL SECURITY ACT OF 1950 AS AMENDED (64 STAT. 987, 992, 50 VSC 784).

FORM 2458 REV. 4/82

VENDOR (1)

CONTINUED

1. 17. 90

## GENERAL CONDITIONS

### GENERAL CONDITIONS APPLICABLE TO ALL PURCHASE ORDERS INCLUDING ORDERS FOR RAW MATERIALS

1. **Acceptance.**  
This order expressly limits acceptance to terms stated herein unless otherwise stated on the face of this order. Any additional or different terms proposed by Seller are objected to in advance and hereby rejected and Buyer's acceptance of Seller's goods and services shall not be deemed an acceptance of Seller's terms.
2. **Assignment.**  
This purchase order shall not be assignable by either party without the prior written consent of the other, and Buyer shall be under no obligation whatsoever to recognize any such assignment, without its prior consent, and shall be at liberty, regardless, to pay the proceeds of this purchase order to the Seller.
3. **Modification.**  
This order constitutes the entire agreement between Buyer and Seller and may be modified or rescinded only by a written change order (supplement) issued by Buyer and accepted by Seller pursuant to the terms stated herein.
4. **Quality and Warranty.**  
(a) **General.** - All material and equipment purchased hereunder is subject to inspection and approval by Buyer. Buyer reserves the right to make final acceptance at his plant or at the designated shipping point. Any material or equipment found defective will be returned and replaced at Seller's expense.  
(b) **Raw Materials and Supplies.** - Seller warrants that materials will comply with his published specifications. Seller agrees to notify Buyer of any changes in process or quality control. Any material found defective will be returned at Seller's expense in both directions. If Seller is not the manufacturer of the material, he will specify the manufacturer and will notify Buyer of any change in the source of material. If Seller has agreed to furnish material complying with Buyer's specifications, they shall take precedence over Seller's specifications.  
(c) **Equipment and Mechanical Goods.** - Seller warrants that the goods purchased hereunder are suitable for the particular purpose stated in this order. Buyer affirms that he has relied on Seller's skill and judgment to select or furnish the goods for a particular purpose. Seller further warrants that the goods are new, of first quality and will be free of defects in workmanship and materials for a period of twelve months from the date of initial operation or eighteen months after delivery to jobsite at the entire order, whichever date shall first occur.
5. **Termination and Delays.**  
(a) Buyer may terminate this order at any time.  
(b) Buyer reserves the right to cancel this order or any portion of same and to charge Seller for any loss entailed if delivery is not made when and as specified, time being the essence of this order.  
(c) Neither party shall be liable for delays caused by bona fide labor disputes, war, acts of government, accidents, fire, flood or other cause reasonably beyond its control, but shall use all reasonable efforts to minimize the extent of the delay. Buyer reserves the right to terminate this order without further liability if delays due to the above in its judgment, result in unreasonable hardship.  
(d) If Seller should be adjudged a bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if the proceeds of this contract be made the subject of attachment levy, garnishment, legal process, foreign or domestic, or if he should fail to make prompt payment to subcontractors or for materials or labor or disregard laws, ordinances, or other governmental regulations, or if he should refuse or fail to supply enough skilled workmen or proper materials to prosecute the work, or if he unreasonably or willfully delays the work, or violates any provisions of the contract including rules and regulations incorporated into this contract by reference, Buyer, by written notice may terminate Seller's services, take possession of the work and finish the work in any manner suitable to Buyer. If the cost of finishing the work exceeds the unpaid balance of the contract price, Seller shall pay Buyer the difference.
6. **Payment.**  
Invoices will be paid only if acceptable goods have been received.  
(a) **Cash.** - Prompt payment of invoices depends upon Seller carefully complying with the procedures established hereunder. Failure to comply with any provisions of this order constitutes a breach of contract, which in addition to making Seller liable for all damages caused by the breach of contract, may result in Buyer canceling the order in whole or in part. Buyer will be responsible only for materials and/or services provided by Seller on a properly executed purchase order.  
(b) **Discounts.** - Discount shall be calculated from date invoice is received in proper form or from date material is received, whichever is later.  
(c) **Freight.** - Freight must be prepaid on all material sold on a delivered or freight allowed basis.  
(d) **Taxes.** - Seller agrees to pay any taxes imposed by law upon, or on account of the materials and/or services purchased hereunder, unless otherwise agreed.
7. **Patents.**  
Seller warrants that the services, materials or any other item purchased hereunder by Buyer do not infringe any patent or other property right, and agrees to bear the expense of defending any suit brought against Buyer charging that the services, material or other item purchased infringes any patent or other property right, and to pay any profits or damages that may be awarded in any such suit.
8. **Non-Disclosure.**  
Seller shall not reveal to any third person that Buyer has purchased or contracted to purchase or receive the material, or services ordered, or advertise that he is a Supplier to Buyer.
9. **Blue Prints, Drawings, Photographs, Etc.**  
Documents showing equipment ordered by Buyer shall be treated confidentially and shall not be disclosed to any third person or used for advertising purposes. Final Vendor's Prints shall become property of Buyer, in the event that this equipment is duplicated at a later date such drawings may be used as bid drawings either as originally drawn or as modified by Buyer.
10. **Compliance With Regulations.**  
Seller warrants that all goods and services purchased hereunder shall conform with all applicable city, state, and federal laws, ordinances and regulations, and shall indemnify, defend and save Buyer harmless from loss, cost or damage by reason of any actual violation thereof.
11. **Overtime on Contracts for Equipment, Mechanical Goods and all Services.**  
If, through no fault of the Seller, Buyer requests work in excess of Seller's normal work week, Seller will pay the straight time portion of wages and Buyer the premium time portion plus applicable taxes. No profit or overhead may be added to premium payments. Insurance may be added only in states where insurance premiums are payable on overtime. Overtime required to meet promised delivery dates will be paid by Seller.
12. **Seller warrants that in supplying materials and services hereunder, Seller has complied with paragraphs (1) through (7) of Section 202 and with Section 203 of the President's Executive Order # 11246 of September 24, 1965 with respect to Equal Employment Opportunity, with the provisions of 41 CFR 11310-2(a) (if this order is in excess of \$10,000), or of 41 CFR 11310-2(b) (if this order is in excess of \$500,000) with respect to Utilization of Minority Business Enterprises, with the applicable provisions of 41 CFR 60-241 (if this order is in excess of \$2,500) with respect to Employment of the Handicapped, with the applicable provisions of 41 CFR 60-250 (if this order is for \$10,000 or more) with respect to Affirmative Action obligations for Disabled Veterans and Vietnam era veterans.**
13. **Certification Of Non-Segregated Facilities.**  
By accepting this order, the seller certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the equal opportunity clause in this purchase order.  
As used in this certification, the term "segregated facilities" means any waiting room, work area, restroom, or washroom, restaurant and other eating area, time clock, locker room or other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, religion, color or national origin, because of habit, local custom or otherwise.  
Seller further agrees that he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, that he will retain such certification in his files, and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.**  
A certification of non-segregated facilities, as required by 41 CFR 60-1.8, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause, the certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).  
If this order is for \$50,000 or more and the Seller employs 50 or more persons, Seller is required under executive order 11246 to develop an affirmative action program for each of Seller's facilities within 120 days after the award of this contract and to file standard form 100 (EEO-1) within 30 days after the award of this contract if seller has not previously filed compliance reports.

REV. 3/82

### ADDITIONAL GENERAL CONDITIONS APPLICABLE TO FIELD LABOR CONTRACTS

1. **IF THIS IS A CONTRACT FOR WORK TO BE DONE ON THE PREMISES OF ROHM AND HAAS COMPANY, ITS SUBSIDIARIES OR AFFILIATES, THE FOLLOWING SECTIONS APPLY. IN ADDITION TO OTHER APPLICABLE SECTIONS IN THESE GENERAL CONDITIONS, THE WORDS CONTRACTOR AND SELLER ARE USED INTERCHANGEABLY.**
2. **Liability and Insurance.**  
Contractor will comply with all applicable statutes with respect to Workmen's Compensation, Employer's Liability, Unemployment Compensation and/or Old Age Benefits; and all other applicable laws relating to or affecting the employment of labor.  
Contractor will indemnify, save harmless and defend Buyer from any and all claims and liabilities for injuries (including death) and also for any and all claims and liabilities arising out of loss or damage to property, caused by or resulting from the performance of the work covered hereby.  
Contractor will maintain at his expense complete Workmen's Compensation, Employer's Liability, and Public Liability Insurance against injuries to persons (including death) and loss or damages to property, all such insurance to be carried with companies acceptable to Buyer and all such Public Liability Insurance to have limits satisfactory to Buyer. Contractor shall, upon request by Buyer, file with Buyer Certificates of Insurance evidencing such insurance signed by authorized representatives of the insurance companies and stating that, in the event of any material change in or cancellation of the coverage, at least ten (10) days prior written notice will be given to Buyer.
3. **Site and Local Conditions.**  
The work will be done under the coordination, scheduling and inspection of Buyer. Contractor agrees to examine the site in order to acquaint himself with local conditions including regulations governing construction to the site, safety and plant security. Contractor accepts conditions at the site as of the date of this contract and no allowances will be made after contract award for afterthought negligence in this connection.  
Buyer reserves the right to let other contracts adjacent to this work. This contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work and shall properly coordinate with their activities as directed by Buyer.  
If Contractor's work is not that of others, Contractor shall notify Buyer immediately in writing of any conditions which may affect completion of the work or the cost thereof. Absence of such notification shall constitute a waiver of the effect of such condition. The contractor assumes responsibility for the cooperation of his employees and those of his subcontractors with those employed on adjacent work.
4. **Measurements.**  
Contractor shall provide reasonable facilities to enable Buyer to set points and make measurements. A base line and bench mark will be supplied by Buyer. Contractor will make all layouts.  
Contractor shall verify and be responsible for the correctness of all measurements. Differences must be submitted to Buyer before proceeding with the work. No claim because of difference in actual and indicated dimensions will be allowed.
5. **Supervision and Employment.**  
Contractor shall keep on the work a competent superintendent or foreman who shall be his authorized representative for all purposes under this contract and shall not be changed for the duration of the work, except with Buyer's approval.  
While on Buyer's premises, the Contractor's employees shall confine themselves to areas designated by Buyer.
6. **Permits, Licenses and Easements.**  
Contractor shall give all notices and secure and pay for required permits, licenses and easements.
7. **Salary and Plant Rules.**  
Contractor shall conform to the best safe standards for construction of this type, and shall comply with specific regulations of all public authorities as well as those of Buyer relating to safety, admission to the plant or site, and plant security. Contractor shall perform his work in accordance with the Occupational Safety and Health Act "Safety and Health Regulations for Construction" and any revisions to these regulations. Contractor shall also be liable for any cost incurred due to failure to comply to these regulations. Any equipment or material furnished on this purchase order shall comply with the provisions of the Occupational Safety and Health Act.
8. **Workmanship, Materials and Employees.**  
The work shall be executed in the best and most workmanlike manner by qualified and efficient workers in strict conformity with the best standard practice. The site shall be kept free of waste and, on completion, left "broom clean". In case of dispute, Buyer may remove waste at Contractor's expense.  
If requested, Contractor shall furnish satisfactory evidence as to the kind and quality of materials to be used.  
Subject to the limitations expressed in this contract, the Contractor shall have exclusive control of the manner and method of performing the work, and shall be responsible for personnel engaged on the work, none of whom shall constitute employees of Buyer. Contractor assumes responsibility for loss of or damage to materials, tools, equipment or other property to be or being installed by the Contractor, whether furnished by Buyer or others.
9. **Correction.**  
Contractor shall remove materials not meeting specifications whether incorporated in the work or not, and re-execute his work at his cost to Buyer, and shall pay for making good other work damaged by such replacement.  
If Contractor does not remove condemned work promptly, Buyer may do so and store materials at Contractor's expense. If Contractor does not pay the removal expense in 30 days, Buyer may, on 10 days written notice, sell the materials and account to Contractor for the proceeds, after deducting all expenses which must be borne by Contractor.  
Neither acceptance of nor payment for work shall relieve Contractor of responsibility for faulty materials or workmanship. He shall remedy defects appearing within one year from the date of final payment and pay for the resulting damage to other work. Buyer shall give prompt notice of observed defects.
10. **Changes and Additions to Work.**  
Buyer may make changes in or authorize additional work by written order. In all cases affecting the character or amount of the work to the extent of requiring an adjustment of the Contractor's compensation, such adjustment shall be agreed upon prior to performance of the change or addition. All extra work must be approved in writing by Buyer before said work is begun.
11. **Subcontracts.**  
Contractor shall not subcontract work without prior written consent of Buyer. Rejection by Buyer of any proposed subcontractor shall not obligate Buyer for additional cost. If required, the Contractor will furnish Buyer a copy of any subcontracts.
12. **Terms of Payment.**  
Installment payments will be made only if expressly provided for and will be made only on the basis of billings for materials installed and for work actually completed and approved by Buyer, less 10% contingency reserve, and subject to an absolute limit of 90% of the total contract price until final acceptance of the work. Balance will be paid after completion and final acceptance by Buyer. Buyer reserves the right to withhold payment of any approved bill, or part thereof, if according to Buyer estimates the ratio of payments made to total contract price would exceed the ratio of work actually performed to total work called for under the contract, making due allowance for the 10% contingency reserve. The 10% contingency reserve does not apply to field change order invoices.
13. **Cost Accounting.**  
Contractor shall furnish in a form acceptable to Buyer, a breakdown of the contract price for cost accounting purposes within 30 days from the date of award of contract.
14. **Trade Inquiries.**  
If required by Buyer, after purchase, the Contractor shall furnish Buyer a breakdown by manufacturers and dollar value of major materials entering into this contract.
15. **Release Of Liens.**  
If the work is done in Pennsylvania, Contractor shall furnish a waiver of liens in proper form for recording in the public office for recording liens, etc. If the work is to be performed before any of the work is begun. For work done in any state, Contractor shall have the right to require Contractor to furnish a complete release of liens before final payment is made. If any lien is filed or remains unsatisfied, Contractor shall indemnify Buyer for all sums expended and costs incurred in discharging such lien.
16. **Title.**  
If materials and/or equipment are to be furnished by Contractor hereunder title shall pass to Buyer upon installation in the work.
17. **Raw Materials Only.**  
Seller warrants that (a) unless excluded by definition from the United States Toxic Substances Control Act (the "Act") all material shipped hereunder is included in the inventory list promulgated under the Act, or is exempt from Par. 5 of the Act, and (b) shipments hereunder will comply in all other respects with applicable requirements and regulations under the Act and (c) shipments hereunder will comply in all respects with applicable requirements and regulations of the Hazardous Materials Transportation Act and regulations thereunder. Seller agrees to hold Buyer harmless from all damages and liability (including attorney fees) resulting from any breach of these warranties.

ROHM AND HAAS TENNESSEE INCORPORATED

P. O. BOX 591

KNOXVILLE, TENNESSEE 37901



ROHM AND HAAS REFERENCE NUMBER

PURCHASE ORDER NO.

04 41413

SUPPLEMENT  
NO.

A/R OR JOB NO.

EFC

ORDER DATE  
1/17/90

EXPEDITOR

BUYER  
EBM

PRICE SOURCE  
C

OTHER

PCC  
005

ACCOUNTING CODE

REQUISITION NUMBER  
04 41413

DEPARTMENT ACCOUNT  
7700

PAGE  
03

REQUIRED DEL'Y

PROMISED SHIP.

VENDOR NUMBER

TRANSMITTAL NUMBER

TAX INFORMATION

BUILDING/AREA

FOB

SEE BELOW

FREIGHT TERMS

INVOICE TERMS

NET 30 DAYS

SHIP VIA

MOTOR FREIGHT

UNIT/ITEM

VENDOR

CEDAR CHEMICAL CORPORATION  
24TH FLOOR - 5100 POPLAR AVENUE  
MEMPHIS, TN 38137

SHIP TO

ROHM AND HAAS TENNESSEE INCORPORATED  
P. O. BOX 591  
730 DALE AVENUE  
KNOXVILLE, TENNESSEE 37901

LINE  
ITEM

CODE

QUANTITY

UM

MATERIAL OR SERVICE REQUESTED

\$ PRICE

IMPORTANT INSTRUCTIONS TO SUPPLIER

DAVID HUFFAKER.

**THE ABOVE ORDER NUMBER MUST BE SHOWN  
ON ALL PACKING LISTS, DELIVERY TICKETS  
AND INVOICES. WITHOUT THIS NUMBER  
THE PAPERWORK FLOW AND YOUR PAYMENT  
ARE DELAYED.**

1. THIS PURCHASE ORDER IS SUBJECT TO CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.
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VENDOR (1)

BY E. B. MAUPIN, C. P. M.

1. 17. 90

101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-109

### 1. Acceptance

9. **Correction**  
Contractor shall remove materials not meeting specific work to Buyer and then pay for making good other work.  
If Contractor does not remove condemned work promptly, Buyer may remove same within 10 days. Buyer may follow the procedure for disposal of condemned materials without the written acceptance of not payment to make the work conform to the contract.  
10. **Change Orders and Additions to Work**  
Buyer may make changes or authorize additional work to the extent or in such a manner as to be a part of the contract or the change or addition. All extra work must be done by the Contractor.  
11. **Disposal of Materials**  
Contractor shall dispose of materials in accordance with the applicable laws, ordinances, and regulations of the city, state, and federal laws, orders, and regulations. Contractor shall not be responsible for disposal of materials.

REV. 3/82

1. IF THIS IS A CONTRACT FOR WORK TO BE DONE ON THE PREMISES OF ROHM AND HAAS COMPANY, ITS SUBSIDIARIES OR AFFILIATES, THE FOLLOWING SECTIONS APPLY IN ADDITION TO OTHER APPLICABLE SECTIONS IN THESE GENERAL CONDITIONS. THE WORDS CONTRACTOR AND SELLER ARE USED INTERCHANGEABLY

2. **HAZARDOUS MATERIALS CONTRACTOR AND SELLER ARE USED INTERCHANGEABLY**
- 3. Liability and Insurance**  
Contractor will comply with all applicable statutes with respect to Workmen's Compensation, Employer's Liability, Unemployment Compensation and/or Old Age Benefits, and all other applicable laws relating to or affecting the employment of labor. Contractor will indemnify, save harmless and defend Buyer from any and all claims and liabilities for injuries (including death) and property damage and all claims and liabilities arising out of loss or damage to property, caused by or resulting from the performance of the work covered hereunder.  
Contractor will maintain at his expense complete Workmen's Compensation, Employer's Liability, and Public Liability Insurance against injuries to persons (including death) and loss or damages to property, all such insurance to be carried with companies acceptable to Buyer and all such Public Liability Insurance to have limits satisfactory to Buyer. Contractor shall, upon request by Buyer, provide Buyer with evidence of insurance coverage signed by authorized representatives of the insurance companies and stating that, in the event of any material change in or cancellation of the coverage, at least ten (10) days prior, written notice will be given to Buyer.
- 4. Site and Local Conditions**  
The work will be done under the coordination, scheduling and direction of Buyer. Contractor agrees to examine the site in order to become familiar with local conditions including regulations governing admission to the site, safety and plant security. Contractor accepts conditions at the site as of the date of this contract and no allowances will be made after contract award for any error or negligence in this connection.  
Buyer reserves the right to let other contracts adjacent to this work. This contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work and shall properly coordinate with their activities as directed by Buyer.  
If Contractor's work joints that of others, Contractor shall notify Buyer immediately in writing of any conditions which may affect completion of the work or the cost thereof. Absence of such notification shall constitute a waiver of the effect of such condition.  
The contractor assumes responsibility for the cooperation of his employees and those of his subcontractors with those employed on adjacent work.
- 5. Measurements**  
Contractor shall provide reasonable facilities to enable Buyer to set points and make measurements. A base line and bench mark will be supplied by Buyer. Contractor will make all layouts.  
Contractor shall verify and be responsible for the correctness of all measurements. Differences must be submitted to Buyer before proceeding with the work. No claim because of difference in actual and indicated dimensions will be allowed.
- 6. Supervision**  
Contractor shall keep on the work a competent superintendent or foreman who shall be his authorized representative for all purposes under this contract and shall not be changed for the duration of the work, except with Buyer's approval.  
While on Buyer's premises, the Contractor's employees shall confine themselves to areas designated by Buyer.
- 7. Permits, Licenses and Easements**  
Contractor shall give all notices and secure and pay for required permits, licenses and easements.
- 8. Safety and Plant Rules**  
Contractor shall conform to the best safe standards for construction of this type, and shall comply with specific regulations of all public authorities as well as those of Buyer relating to safety, admission to the plant or site, and plant security. Contractor shall perform his work in accordance with the Occupational Safety and Health Act. Safety and plant security. Contractor shall conform to these regulations. Contractor shall also be liable for any cost incurred due to failure to comply to these regulations.  
Any equipment or material furnished on this purchase order shall comply with the provisions of the Occupational Safety and Health Act.
- 9. Workmanship, Materials and Employees**  
The work shall be executed in the best and most workmanlike manner by qualified and efficient workers in strict conformity with the best standard practice. The site shall be kept free of waste and, on completion, left "broom clean". In case of dispute, Buyer may remove waste at all with local conditions of the plant or site.  
If requested, Contractor shall furnish satisfactory evidence as to the kind and quality of materials to be used.  
Subject to the limitations expressed in this contract, the Contractor shall have exclusive control of the manner and method of performing the work, and shall be responsible for persons engaged on the work, none of whom shall constitute employees of Buyer. Contractor assumes responsibility for loss of or damage to materials, tools, equipment or other property to be or being installed by the Contractor, whether furnished by Buyer or others.
- 10. Correction**  
Contractor shall remove materials not meeting specifications whether incorporated in the work or not, and reexecute his work at his cost to Buyer, and shall pay for making good other work damaged by such replacement.  
Contractor does not remove condemned work promptly, Buyer may do so and store materials at Contractor's expense. If Contractor removes waste at all with local conditions of the plant or site, Buyer may, on 10 days written notice, sell the materials and account to Contractor for the proceeds.  
If the acceptance of or payment for work is withheld, Contractor of responsibility for faulty materials or workmanship. He shall give prompt notice of the defect, within one year from the date of final payment and pay for the resulting damage to other work. Buyer shall give prompt notice of the defect.
- 11. Changes and Additions to Work**  
Buyer may, without additional work by written order. In all cases affecting the character or amount of the work to the extent of increase or decrease of Contractor's compensation, such adjustment shall be agreed upon prior to performance of the change or addition. All extra work shall be approved in writing by Buyer before said work is begun.  
Contractor shall not be held responsible for any change or addition to the work without the written consent of Buyer. Rejection by Buyer of any proposed subcontractor shall not constitute Buyer's approval of the same. Contractor will furnish Buyer a copy of any subcontract.
- 12. Terms of Payment**  
Contractor shall be paid for materials and labor actually provided for and will be made only on the basis of billings for materials installed and for work actually completed. Payment will be made after completion and final acceptance by Buyer. Buyer reserves the right to withhold payment of any approved bill, or part thereof, if according to Buyer estimates the ratio of payments made to total contract price would exceed the ratio of work actually performed or total work called for under the contract, making due allowance for the 10% contingency reserve. The 10% contingency reserve does not apply to field change order invoices.
- 13. Cost Accounting**  
Contractor shall furnish in a form acceptable to Buyer, a breakdown of the contract price for cost accounting purposes within 30 days from the date of award of contract.
- 14. Trade Analysis Information**  
If required by Buyer, after purchase, the Contractor shall furnish Buyer a breakdown by manufacturers and dollar value of major materials entering into this contract.
- 15. Release Of Liens**  
If the work is done in Pennsylvania, Contractor shall furnish a waiver of liens in proper form for recording in the public office for release of liens, or in the county in which the work is to be performed before any of the work is begun. For work done in any state, Buyer shall have the right to require Contractor to furnish a complete release of liens before final payment is made. If any lien is filed or remains unfiled, Contractor shall indemnify Buyer for all sums expended and costs incurred in discharging such lien.
- 16. Title**  
If materials and/or equipment are to be furnished by Contractor hereunder title shall pass to Buyer upon installation in the work.
- 17. Raw Materials Only**  
Seller warrants that (a) unless excluded by definition from the United States Toxic Substances Control Act (the "Act") all material shipped hereunder is included in the inventory list promulgated under the Act, or is exempt from Part 5 of the Act, and complies in all respects with applicable requirements and regulations thereunder; and (b) shipments hereunder will comply in all respects with applicable requirements of the Hazardous Materials Transportation Act and regulations thereunder. Seller agrees to hold Buyer harmless from all damages and liability (including attorney fees) resulting from any breach of these warranties.

Cedar - West Helena						
Rohm & Haas Campaign						
1990 Season						
(1)	Rohm & Haas will supply all DCA for 1990 Strel.					
(2)	Cedar shall debit inventory S 710-1460 and credit S 002-1320 for all DCA rec'd for Rohm & Haas account.					
(3)	As Cedar ships the Strel - Cedar will credit Rohm & Haas per the following calculation and debit S 002-1320:					
	\$1.55 our cost of DCA x 3.152 conversion factor = \$4.886 per gallon shipped.					
(4)	1990 vol = 329,406 gallons Strel.					
(5)	Initial Price = \$9.576 ( 80% of \$11.97[1989 final price]).					
(6)	DCA Credit = \$4.886.					
						<21,376.25>
(7)	Net Price = \$4.690.					
(8)	Freight shall be \$275.00 per full load.					
						20,713.75
(9)	Strel Item # 3420					
	Frt Item # 3422					
	Customer # 745000					
	P. O. # 04-41413					
	Salesmen # 10					
	State Code # 3					



November 9, 1990

Mr. J. C. Bumpers  
Vice President - Finance/Admin.  
Cedar Chemical Corporation  
24th Floor  
5100 Poplar Avenue  
Memphis, TN 38137

Dear Mr. Bumpers:

The Final Average Weighted Distributor selling price for STAM in 1990 was \$14.00/gallon.

The amount owed Cedar Chemical for the 1990 season, derived from subtracting the initial price paid to Cedar Chemical from the final price, is summarized on Schedule I.

According to our most recent contract revision, if the Final Price determined in Paragraph 3(a) is greater than the initial price as set forth in Paragraph 3(b), then price adjustments shall bear interest.

Interest due Cedar Chemical is calculated from the date of payment of each invoice for product at the initial price to the date of payment for any adjustments. The rate of interest is 10.0%, the prime rate as quoted in the Wall Street Journal as of May 1, 1990.

STAM sales volume in 1990 totaled 1,589,211 gallons. For 1991, the purchase quantity is 317,842 gallons at an initial price of \$11.20/gallon (\$14.00 gal. X 80%). Please inform us by November 30, 1990 if you would like to supply us with propanil in 1991. If so, our contract specifies that we receive the following information:

- 1) The quantity of DCA required to produce 317,842 gallons of propanil.
- 2) The bona fide price per pound (F.O.B. Cedar Chemicals, West Helena, Arkansas plant) at which Cedar is able to purchase such quantity of DCA (100% A.I.) with a minimum quality of 98%.

Rohm and Haas, via DuPont, supplied excess DCA to Cedar for the 1990 campaign. The amount of DCA supplied on a 100% basis was 1,044,668 lbs. The amount consumed to produce 329,420 gallons STAM X 3.152 lbs./gal. equals 1,038,332 lbs. DCA. The difference (1,044,668 - 1,038,332) of 6,336 lbs. multiplied by \$1.55/lb. (100% basis) results in a payment due Rohm and Haas Co. of \$9,820.80.



Cedar Chemical Corporation  
Mr. J. C. Bumpers

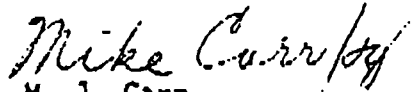
November 9, 1990  
Page Two

The net amount owed Cedar Chemical for the 1990 season is \$765,572.08 in price adjustments, plus interest of \$44,203.70, less \$9,820.80 for a total of \$799,954.98.

This amount will be paid by November 30, 1990.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mike Carr".

M. J. Carr  
Financial Manager  
Agricultural Chemicals

MJC:lcm  
0002j

CALCULATION OF AMOUNT OWED AND INTEREST DUE  
CEDAR CHEMICAL CO

SCHEDULE 1

CHECK NO	DATE PAID	GALLONS	AMOUNT OWED	DAYS TO NOV 30 1990	INTEREST DUE @ 10 %	DAY OF YR
33873	3/14/90	8750	\$20,335.00	262	\$1,439.66	72
33904	3/15/90	4375	\$10,167.50	261	\$727.05	73
33976	3/19/90	30625	\$71,172.50	256	\$4,991.82	78
34022	3/20/90	4375	\$10,167.50	255	\$710.33	79
34051	3/21/90	4375	\$10,167.50	254	\$707.55	80
34081	3/22/90	17500	\$40,670.00	253	\$2,819.04	81
34147	3/26/90	26250	\$61,005.00	247	\$4,161.71	85
34195	3/27/90	8750	\$20,335.00	248	\$1,301.67	86
34631	4/12/90	26250	\$61,005.00	232	\$3,877.58	102
34665	4/16/90	21875	\$50,837.50	228	\$3,175.60	106
34704	4/17/90	4375	\$10,167.50	227	\$632.33	107
35284	5/14/90	21875	\$50,837.50	200	\$2,785.62	134
35315	5/15/90	13125	\$30,502.50	199	\$1,663.01	135
35340	5/16/90	4375	\$10,167.50	198	\$551.55	136
35284	5/14/90	4375	\$10,167.50	200	\$557.12	134
35426	5/21/90	8750	\$20,335.00	193	\$1,075.25	141
35494	5/23/90	4375	\$10,167.50	191	\$532.05	143
35516	5/24/90	4375	\$10,167.50	190	\$529.27	144
35643	5/30/90	21875	\$50,837.50	184	\$2,562.77	150
35718	6/04/90	17500	\$40,670.00	179	\$1,994.50	155
35759	6/05/90	13125	\$30,502.50	178	\$1,487.52	156
35793	6/06/90	8750	\$20,335.00	177	\$986.11	157
36012	6/18/90	4375	\$10,167.50	163	\$459.63	169
36081	6/20/90	4375	\$10,167.50	163	\$454.06	171
36120	6/21/90	4375	\$10,167.50	162	\$451.27	172
36165	6/25/90	4375	\$10,167.50	158	\$440.13	176
36194	6/26/90	8750	\$20,335.00	157	\$874.68	177
36625	6/27/90	8750	\$20,335.00	156	\$869.11	178
36460	7/10/90	4375	\$10,167.50	143	\$398.34	191
36510	7/12/90	4375	\$10,167.50	141	\$392.77	193
36561	7/16/90	5670	\$13,177.08	137	\$494.59	197
		327420	\$765,572.08		\$44,203.70	

INITIAL PRICE	- \$11.97/GALLON * 80%	= \$9.576/GALLON
LESS:	COST OF DCA SUPPLIED	- \$4.886/GALLON
	NET TOTAL	= \$4.69

FINAL PRICE	- \$14.00/GALLON * 85%	= \$11.90/GALLON
LESS:	COST OF DCA SUPPLIED	- \$4.886/GALLON
	NET TOTAL	= \$7.014

AMOUNT OWED      ~ \$7.014/GAL - \$4.69/GAL      = \$2.324/GALLON

INTEREST RATE      = PRIME RATE QUOTED      = 10 %  
IN WSJ ON 5/1/90